

CARLOW

U N I V E R S I T Y

Devoted to the Future of You.

CONCURRENT ENROLLMENT AGREEMENT

This CONCURRENT ENROLLMENT AGREEMENT (hereinafter "Agreement") is made and entered into on this _____ day of _____, 2026 ("Effective Date") by and between CARLOW UNIVERSITY with a principal business office located at 3333 Fifth Avenue, Pittsburgh, PA 15213 (hereinafter referred to as "CARLOW"), and _____ located at _____ (hereinafter referred to as the "SCHOOL") (each singularly referred to as a "Party" and together referred to as "Parties").

WHEREAS, CARLOW is committed to promoting early college access to students in high school through partnerships with secondary schools by offering concurrent enrollment through the College in High School (CHS) program at CARLOW;

WHEREAS, the SCHOOL desires to offer to its students concurrent enrollment courses as offered by CARLOW through its CHS program;

WHEREAS, this Agreement is intended to establish a relationship between CARLOW and the SCHOOL which allows students enrolled in the SCHOOL to participate in concurrent enrollment courses offered through CHS ("Concurrent Enrollment"),

WHEREAS, a Concurrent Enrollment Agreement is required for a SCHOOL to be eligible for funding and grant applications, and

NOW, THEREFORE, in exchange for the promises and mutual covenants set forth herein, and intending to be legally bound, CARLOW and School agree as follows:

1. Ratification and Modification – This Agreement contains the entire agreement of the parties hereto with respect to the subject matter contained herein and supersedes any and all prior agreements or understandings between CARLOW and the SCHOOL with respect to the subject matter hereof, including without limitation, any prior concurrent enrollment agreements. This Agreement may only be amended in writing signed by the parties hereto.

2. Concurrent Enrollment Course Eligibility and Registration

- a. CARLOW and the SCHOOL will make available concurrent enrollment courses from CARLOW'S CHS program to the SCHOOL students ("Student" or "Students") taught as concurrent enrollment courses for both high school and college credit ("Concurrent Enrollment," "Dual Enrollment," or "CHS" courses).
- b. Concurrent Enrollment courses will meet CARLOW's academic standards and its approved curriculum.
- c. Concurrent Enrollment courses will be taught at the SCHOOL by SCHOOL-employed education professionals or teachers.
- d. The SCHOOL agrees that participation in approved Concurrent Enrollment activities, including but not limited to class meetings, required academic instructional sessions, campus visit experiences, or program-related events, shall be recorded as a SCHOOL-sponsored instructional activity, consistent with applicable state instructional hour requirements. The SCHOOL will ensure that Students are not penalized for participation in such approved activities.
- e. For Students to be eligible and qualify for Concurrent Enrollment, the SCHOOL will rely upon the following criteria:
 - i. Student enrollment at the SCHOOL.
 - ii. Satisfactory postsecondary placement test scores as determined by the SCHOOL.
 - iii. Satisfactory results of nationally available achievement tests or other standardized tests included in the participating SCHOOL's local assessment system.
 - iv. Satisfactory progress toward fulfilling applicable secondary school graduation requirements as determined by the SCHOOL.
 - v. Demonstrated readiness for college-level coursework.
 - vi. Student status as a senior, junior, or accelerated sophomore or first-year high school student based upon ability and demonstrated readiness as determined by SCHOOL.
 - vii. The determined criteria established by the SCHOOL for Student participation in the CHS program.
 - viii. Student opt-in to the CHS course for credit by completing CARLOW's CHS course registration process and paying the applicable and current CARLOW Tuition fee ("Tuition Fee"). CARLOW may establish and adjust the Tuition Fee from time to time and provide the SCHOOL with six (6) months' notice of Tuition Fee increases. Student payment of the Tuition Fee shall be made within one (1) month of registration.
 - ix. Students for whom a Tuition Fee is not paid will not be registered for the CHS course and will not receive academic credit. The SCHOOL is not responsible for the payment of any costs or expenses associated with this

agreement, and CARLOW shall not seek payment from the SCHOOL. Registration and/or payment submitted after course completion will not be accepted and credits will not be awarded.

- f. CARLOW and the SCHOOL will adhere to Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008. The SCHOOL is responsible to provide any necessary and required academic accommodation for STUDENTS enrolled and registered for CHS courses taught at the SCHOOL.
- g. For the purpose of administering the Concurrent Enrollment program, the SCHOOL and CARLOW may share relevant student academic information, including enrollment status, academic progress, grades, and contact information, consistent with the Family Educational Rights and Privacy Act (FERPA) and applicable school policies.

3. Concurrent Enrollment Course Evaluation

- a. Concurrent Enrollment courses offered by CARLOW shall be evaluated by CARLOW and subject to approval before being offered by the SCHOOL.
- b. The SCHOOL shall submit a proposed Concurrent Enrollment course syllabus for review by CARLOW. Concurrent Enrollment course approval will be granted for course(s) that meet CARLOW's academic standards and approved curriculum.
- c. Concurrent Enrollment courses must be nonremedial.
- d. Concurrent Enrollment Courses shall be offered by the SCHOOL in a wide variety of courses including, but not limited to, core academic subjects.
- e. Concurrent Enrollment courses, as offered to Concurrent Enrollment students, shall be identical to those offered when Concurrent Enrollment students are not enrolled, including identical curriculum, assessments, and instructional materials.
- f. The Concurrent Enrollment course must enforce prerequisite coursework requirements identical to those enforced for the course when concurrent students are not enrolled.
- g. A list of Concurrent Enrollment courses offered by the SCHOOL will be provided upon approval by CARLOW.
- h. Should the SCHOOL and/or instructor seek revisions or changes to approved resources, textbooks, course materials, and/or course standards after CHS syllabus review and course approval, the SCHOOL must notify CARLOW at least three (3) months before any proposed changes to allow CARLOW to review and consider the proposal.
- i. CARLOW reserves the right to conduct periodic review of Concurrent Enrollment course syllabi, instructional materials, and course alignment during the term of this Agreement to ensure continued equivalency with CARLOW University courses and compliance with institutional or accreditation standards. If revisions are required, the SCHOOL and Concurrent Enrollment Adjunct Instructor will be provided reasonable notice and up to one academic year to implement necessary updates to maintain course approval.

- j. The SCHOOL agrees to cooperate with CARLOW in reasonable program evaluation and assessment activities intended to support program quality, accreditation requirements, and student success. Such activities may include surveys, course evaluations, or other feedback from SCHOOL, participating Students and Instructors.

4. Minimum Performance Criteria and Transcript Credits

- a. Credit for Concurrent Enrollment courses will be granted toward high school graduation requirements in accordance with the graduation and grading policies of the SCHOOL. The SCHOOL may evaluate student performance and record grades on the high school transcript in accordance with its own grading policies.
- b. The Concurrent Enrollment Adjunct Instructor will submit a final letter grade to CARLOW in accordance with CARLOW's official grading scale and reporting format. This grade will be recorded on the student's official CARLOW University transcript.
- c. The Concurrent Enrollment Instructor will submit a final letter grade to CARLOW for transcript record upon completion of the course. Students must receive a letter grade "C" or higher to earn credit. Grades below a "C" will be recorded but no credit will be awarded.
- d. To be eligible for registration in a Concurrent Enrollment course, a student must earn a letter grade of "C" or higher in any prerequisite course.
- e. An enrolled Student must meet a minimum letter grade of "C" or higher in a Concurrent Enrollment course to remain in the Concurrent Enrollment program.
- f. Grade appeals, if made by student, will be addressed and decided between SCHOOL, the SCHOOL Instructor, and the student. CARLOW must immediately be made aware of any grade disputes. If a grade change is granted, the SCHOOL must submit the grade change request in writing to the CARLOW Office of Admissions via email (chs@carlow.edu) within three (3) months of the course end date.
- g. Should a student seek a course withdrawal, the student must submit a request to withdraw in writing to CARLOW Office of Admissions via email (chs@carlow.edu). Action taken by a student to inform a SCHOOL administrator or SCHOOL Instructor of a requested course withdrawal does not constitute official withdrawal of the CARLOW course.
- h. If a student's withdrawal request is received by CARLOW within thirty (30) calendar days of the course registration closing date, the record of the course will be removed as a dropped course from CARLOW's transcript for the student and the Tuition Fee will be refunded.
- i. If a student's withdrawal request is received more than thirty (30) calendar days after the course registration closing date, the record of the course will show as withdrawn ("WD") on CARLOW's transcript for the student representing course withdrawal. In such circumstances, the Tuition Fee will not be refunded.
- j. If a Student withdraws from the SCHOOL or relocates outside of the SCHOOL's district prior to completion of a Concurrent Enrollment course, the SCHOOL shall promptly notify CARLOW in writing. Upon timely written notification received

prior to submission of final grades, CARLOW may permit a late course withdrawal and, where appropriate, issue a refund of the Tuition Fee. Requests received after final grades have been submitted to CARLOW will not be eligible for withdrawal or refund consideration.

- k. The SCHOOL shall promptly notify CARLOW in writing if a Student enrolled in a Concurrent Enrollment course is suspended, expelled, or otherwise removed from the SCHOOL environment for academic misconduct or disciplinary reasons. Upon receipt of such notice, CARLOW reserves the right, in consultation with the SCHOOL, to determine whether the Student may continue in the Concurrent Enrollment course or whether withdrawal from the course is appropriate. Withdrawal shall not be automatic and will be determined on a case-by-case basis in accordance with CARLOW's academic policies. Credits and grades earned in Concurrent Enrollment courses will become part of student's official academic record at CARLOW.
 - l. Credits and grades earned in Concurrent Enrollment courses will be applied to CARLOW's academic requirements in accordance with the policies in place at the time of the student's matriculation into a degree-seeking program at CARLOW after high school graduation.
 - m. CARLOW cannot guarantee that credits earned in the Concurrent Enrollment program will be accepted for transfer by all colleges, universities, or other institutions.
5. Concurrent Enrollment Adjunct Instructor Employment, Qualification, Selection, and Evaluation
- a. No employment relationship exists between CARLOW and the SCHOOL or the SCHOOL's faculty, staff, administration, or other employees.
 - i. It is acknowledged and understood that, unless otherwise agreed upon by the parties in writing, the SCHOOL's professional faculty will serve as instructors for Concurrent Enrollment courses as offered under this Agreement ("Concurrent Enrollment Adjunct Instructors," "Concurrent Enrollment Instructors," or "Instructors").
 - ii. All SCHOOL employees assigned as Instructors to teach Concurrent Enrollment courses will be employed solely by the SCHOOL, and the SCHOOL will be responsible for the payment of all wages and compensation due to its employees.
 - iii. As employees of the SCHOOL, all Concurrent Enrollment Adjunct Instructors will be covered under the SCHOOL's benefit programs, including but not limited to the SCHOOL's Worker's Compensation, Disability and General Liability insurance coverages, and will not be covered by any CARLOW benefit programs.
 - iv. SCHOOL employees assigned as Instructors to teach a Concurrent Enrollment course will be compensated according to the SCHOOL's normal procedures and contractual requirements. Any additional compensation that the SCHOOL elects to or is required to pay to its

employees by virtue of such assignment shall be the sole responsibility of the SCHOOL and shall not be eligible for reimbursement from, credit, or payment by, CARLOW.

- b. The SCHOOL employee must complete a review process for approval and compliance.
 - i. The SCHOOL shall submit a resume or curriculum vitae of any proposed Instructor(s) for review by CARLOW.
 - ii. SCHOOL Instructor(s) must meet CARLOW's qualifications of adjunct faculty. Adjunct faculty at CARLOW are required to have their master's degree, with reasonable exception as determined by appropriate academic official(s).
 - iii. Approved SCHOOL Instructors will be granted the status of Concurrent Enrollment Adjunct Instructor.
 - iv. SCHOOL will ensure that approved Concurrent Enrollment Adjunct Instructors have met and passed acceptable national criminal background checks. SCHOOL will maintain all criminal record checks and child abuse clearances and recertification requirements under applicable law, including as required by the Pennsylvania Child Protective Services Law, 23 Pa. CSA. §6344 a.1.
 - v. Concurrent Enrollment Adjunct Instructors shall follow the CARLOW approved curriculum and syllabus for each Concurrent Enrollment course, including instructional materials, tests, examinations, and assessment tools approved by CARLOW.
 - vi. Concurrent Enrollment Adjunct Instructors must include in the course syllabus a statement indicating that the course has been reviewed and approved by CARLOW University as a Concurrent Enrollment course and that eligible students may earn CARLOW University credit through successful completion of the course.
 - vii. Concurrent Enrollment Adjunct Instructors will submit all required reporting documents to CARLOW and the SCHOOL, including verified class rosters, student attendance reports, progress reports, course registrations, course syllabi, and letter grades by deadlines set by CARLOW.
 - viii. Concurrent Enrollment Adjunct Instructors will be provided with CARLOW credentials to access CARLOW academic and program resources virtually and on CARLOW's campus in Pittsburgh, Pennsylvania ("campus" or "on-campus"). Credentials will include, but are not limited to, a CARLOW email account, CARLOW Identification, library access, and on-campus programming. Concurrent Enrollment Adjunct Instructor status does not establish an employment relationship with CARLOW, or any benefits, salary, or other compensation.
 - ix. The SCHOOL will allow time for its Concurrent Enrollment Adjunct Instructors to participate in Concurrent Enrollment orientation sessions and annual training opportunities, as required by CARLOW, to ensure

continued alignment with CARLOW's academic standards, policies, and accreditation requirements.

- x. CARLOW will provide professional development opportunities for Concurrent Enrollment Adjunct Instructors throughout the term of this Agreement. Professional development is offered on a first-come, first-served basis. Additional requests for professional development may be made by the SCHOOL but are not guaranteed. The SCHOOL will allow time for professional development opportunities provided by CARLOW, as appropriate.
- xi. The SCHOOL agrees to provide an administrative contact for the Concurrent Enrollment program to assist in dissemination of information with Concurrent Enrollment Adjunct Instructors, SCHOOL administrators, staff, students, and families. Any information shared from CARLOW will not be shared outside the SCHOOL without prior approval from CARLOW.
- xii. The SCHOOL agrees to immediately notify CARLOW, in writing, of an instructor change if a Concurrent Enrollment Adjunct Instructor takes an approved or unapproved leave of absence, medical leave, personal leave, sabbatical or other leave for longer than four (4) consecutive weeks, or is terminated, disciplined, or suspended with or without pay, at any time during the instruction of an approved CHS course. Upon receipt of written notification, CARLOW will evaluate and determine whether the instructor change meets CHS course and faculty qualification criteria and approval requirements. If a proposed instructor change is not approved by CARLOW, concurrent enrollment approval will be withdrawn and CARLOW will provide guidance to registered students, directly or through SCHOOL, regarding the potential for course withdraw, course drop, and refund options.

6. Term and Termination

- a. This Agreement will commence as of the Effective Date and will continue through the 2028-2029 academic year unless terminated earlier in accordance with paragraphs 6.b. or 6.c. below.
- b. Either Party may terminate this Agreement at any time, with or without cause, upon ninety (90) days written notice to the other Party, provided that such termination will not take effect until after all Concurrent Enrollment Courses that are already in progress have been completed and at least ninety (90) days prior to the start of Concurrent Enrollment courses offered through SCHOOL.
- c. CARLOW may terminate this Agreement with immediate effect by delivering written notice of termination to the SCHOOL, if the SCHOOL directly or through its Concurrent Enrollment Adjunct Instructors, fails to perform, has made or makes any inaccuracy in its performance, or otherwise materially breaches, any of its obligations, covenants, or representations, and the failure, inaccuracy, or breach continues for a period of thirty (30) calendar days after CARLOW delivers notice to the SCHOOL reasonably detailing the breach. If the Agreement is

terminated hereunder, CARLOW will be relieved of all of its obligations hereunder including but not limited to those to the SCHOOL, Concurrent Enrollment Adjunct Instructors, and enrolled students.

7. Notice

a. For CARLOW

Provost

3333 Fifth Avenue

Pittsburgh, PA 15213

For SCHOOL

School Address

8. Public Acknowledgment of Partnership and Limited Intellectual Property License.

SCHOOL grants CARLOW permission to publicly acknowledge the Concurrent Enrollment partnership, including identifying the SCHOOL as a participating Concurrent Enrollment partner in CARLOW University publications, reports, and promotional or informational materials, including on CARLOW's website and social media accounts. Any use of SCHOOL's name or marks will be for the limited purpose of identifying the partnership and will not imply endorsement of CARLOW University or its programs. For the purposes and duration of this Agreement and the uses stated herein, SCHOOL grants to Carlow a non-exclusive, worldwide, royalty-free, non-transferable license to use SCHOOL's logo or other protected marks or trademarks consistent with the terms, conditions, and restrictions of this Agreement.

9. Relationship of the Parties. The relationship of the Parties is that of independent contractors, and no tenancy, partnership, joint venture, agency, fiduciary, employment, or other relationship is created by this Agreement or shall be deemed or construed to exist by reason thereof. Neither Party shall have the authority to contract for or bind the other in any manner, other than as strictly delineated within this Agreement.

10. Compliance with Laws. Each Party represents and warrants to the other that it shall at all times comply with all applicable federal, state, and local statutes, ordinances, rules and regulations in connection with its performance of this Agreement, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and all federal, state and local laws prohibiting discrimination in connection with the provision of educational programs and services.

11. Indemnification and Hold Harmless. Subject to and with full reservation of any immunities and/or limitation of liability afforded by applicable law, each Party agrees to defend, indemnify and hold harmless the other from and against any and all claims, damages, costs, and expenses, including reasonable attorney's fees, arising out of the performance of this Agreement, but only to the extent caused by the negligent acts or omissions, or willful misconduct of the Party, including their agents, servants, and employees, from whom indemnification is sought hereunder. To the fullest extent permitted by law, each Party, for itself, its agents, and employees, expressly waives any and all immunity or damage limitation provisions available under any workers

compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law otherwise would bar or limit the amount recoverable by the other Party, or its agents and employees, under this indemnity provision.

12. Consequential Damages; Force Majeure. Neither Party shall be liable to the other for any consequential, special, or incidental damages arising out of a breach of or failure to perform this Agreement. Upon written notice to the other Party, neither Party shall be liable for delay in performance of any obligation under this Agreement to the extent caused by any act of God, act of governmental authority, failure of transportation facilities, strikes or work stoppages, fires, floods, riots, acts of war or terrorism, pandemic, public health emergency, or any similar extreme causes beyond the reasonable control of such Party.
13. Ownership of Materials and Non-Waiver Clause. CARLOW curricula, courses, catalogues, marks, logos, trademarks, service marks, protected writings and other materials used in instruction represent protected Intellectual Property of CARLOW and shall not be used, copied, or distributed by SCHOOL, its employees, or instructors without the prior written permission of CARLOW. The execution of this Agreement shall not constitute a waiver of any Intellectual Property rights owned by Carlow and Carlow's delay, failure, or decision to not pursue a breach of this Agreement regarding the protection of its Intellectual Property shall not constitute a waiver of any breach, subsequent breach, or Carlow's right to enforce.
14. Governing Law. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to its choice of law provisions.
15. Entire Agreement: Non-Assignment. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings, agreements or promises between the Parties with respect thereto. Neither Party may assign, subcontract, or sublet this Agreement or its performance hereunder, in whole or in part, without the prior written consent of the other Party. In the event of any conflict between the terms of this Agreement and any prior agreement, exhibit or attachment incorporated herein, the terms of this Agreement shall govern.
16. Modification: Counterparts. This Agreement may not be amended, revised, or modified except in a writing duly executed by each of the Parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date written below.

CARLOW UNIVERSITY

SCHOOL

BY: _____

BY: _____

Dr. Rhonda Maneval
Provost

Signatory Name
Signatory Position Title

Date: _____

Date: _____